

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

ELMER LUCAS, et. al.,)
)
Plaintiffs,)
)
v.) Case No. 4:10-CV-00582-DGK
)
JERUSALEM CAFÉ, LLC, et. al.,)
)
Defendants.)

ORDER SETTING APPEAL BOND

Plaintiffs brought this case under the Fair Labor Standards Act (“FLSA”) alleging Defendants failed to pay them the applicable minimum wage and/or overtime wages they were due. After a four day trial, the jury returned a verdict in Plaintiffs’ favor on all counts. The Court recently entered its judgment, and Defendants have filed their notice of appeal.

Pursuant to Rule 62(d), the Court will grant a stay of execution of judgment during the pendency of Defendants’ appeal subject to Defendants filing an acceptable supersedeas bond with the Court. This stay shall take effect when the Court approves the bond. While Defendants will not lose their right to appeal if they fail to furnish a supersedeas bond, *In re Farrell Lines, Inc.*, 761 F.2d 796, 797-98 (D.C. Cir. 1985), without posting a bond they are not entitled to a stay of execution of judgment as a matter of right and therefore may be exposed to enforcement of the judgment prior to resolution of their appeal. *In re Am. President Lines, Inc.*, 779 F.2d 714, 718 (D.C. Cir. 1985). The Court sets the amount of the supersedeas bond at \$500,000, an amount the Court believes will ensure substantial satisfaction of the judgment in full, including costs, interest, and attorneys’ fees. *In re Havens Steel Co.*, No. 04-41574-(JWV), ADV. 04-4064, 2005 WL 562733, at *5 (W.D. Mo. January 12, 2005) (Fenner, J.) (noting Local Rule 8005-1 sets the

amount of a supersedeas bond at “125% of the judgment in order to cover the judgment, interest, costs and any damages for delay.”).

IT IS SO ORDERED.

DATE: July 13, 2012

/s/ Greg Kays
GREG KAYS, JUDGE
UNITED STATES DISTRICT COURT